

ANEXO 33

FAXES ENVIADOS POR NUEVO MUNDO HOLDING AL
SAFRA NATIONALBANK, INSTRUYENDO LA COMPRA DE
PROMISSORY NOTES DE LOS CLIENTES, LOS CUALES
SE IDENTIFICAN CON CODIGOS CIFRADOS.
ASIMISMO, INSTRUCCIONES VIA SWIFT QUE SUSTENTAN LAS
TRANSFERENCIAS AL EXTERIOR A TRAVES DEL
BANCO NUEVO MUNDO SA

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17002260

FAX No. : (786) 777-6099

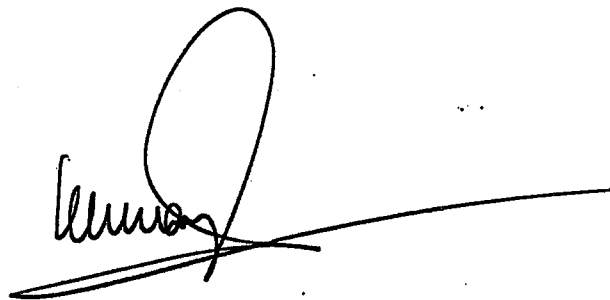
FECHA/DATE: Noviembre 27, 2000

SI NO RECIBE BIEN ESTE FAX, SÍRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523

FAX MESSAGE:

Mediante el presente fax solicitamos a ustedes se sirvan anular la solicitud del adeudado bajo la referencia # 17002260 por US\$104,400.00, con fecha valor 29 de noviembre del 2000.

Atentamente,



353

1871

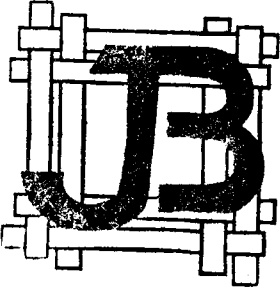
5094

LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del ANVERSO es idéntica a su original
que he tenido a la vista, con el cual la
confronté - Doy fe. _____
Lima, 12 1 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO ELSA HUARCAYA

FAX No. : (786) 777 6099

REF. : 17002260

FECHA/DATE: NOVIEMBRE 23, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD104,400.00
PLAZO : 90 días
FECHA VALOR : Noviembre 29, 2000
VENCIMIENTO : Febrero 27, 2001
TASA : 9.179 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

V. Franco *[Signature]*
354

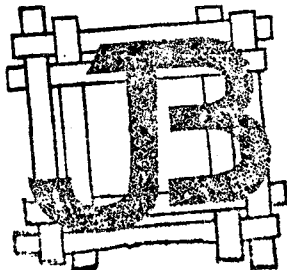
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

5695

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. - =====
LIMA, 21 DE MAYO DEL 2001. - =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17002260

FAX No. : (786) 777-6099

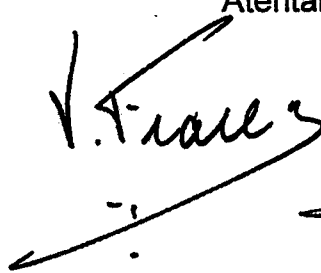
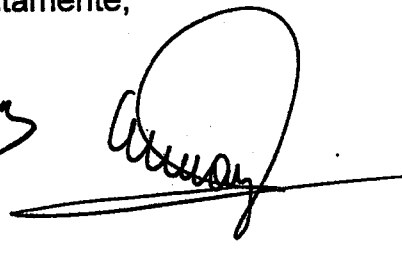
FECHA/DATE: Noviembre 23, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 29 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD104,442.94 correspondiente a la cancelación del adeudado de la referencia (ADE - 2022).

Atentamente,

1873³⁵⁵

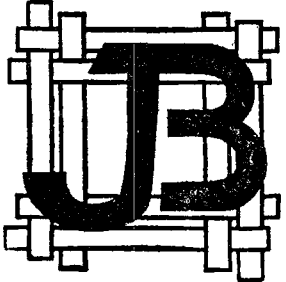
5696

LEGALIZACION DE FOTOCOPIA

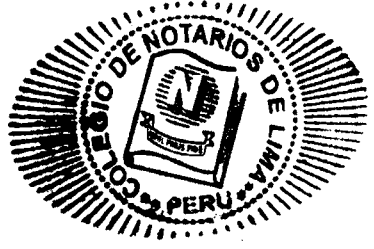
Edificio Plaza Bancomer, Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====**



[Handwritten signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



6702

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 / Telefax 358-2322

Lima, November 29, 2000

USD104,400.00 (One hundred four thousand four hundred and 00/100 dollars)

VALUE DATE: November 29, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD104,400.00** (One hundred four thousand four hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 27, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.179%** annual for the period since **November 29, 2000** to **February 27, 2001** (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

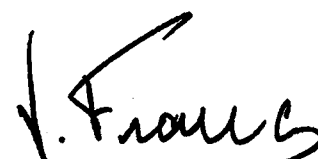
In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

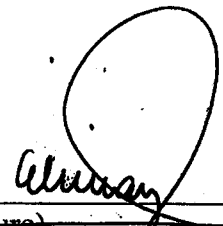
NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)



(Signature)

ELSA HUARCAYA
(Name)



(Signature)

356
1874

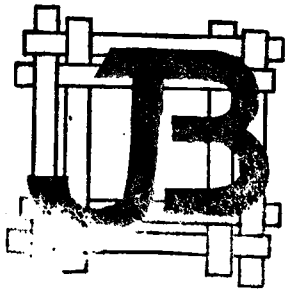
LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

5697

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226 LIMA 08
TEL. 332 21 11

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA, PA
US

20: transaction reference no.
TT39392
32A: value date, currency and amount
Date : 02 June 2000
Currency : USD (US DOLLAR)
Amount : #100,000.00#
50: ordering customer
GONZALO TAMAYO ZAMORA
LIMA- PERU
57D: account with institution - address
//FW0026003023
SAFRA NATIONAL BANK
OF NEW YORK
59: beneficiary customer
/17002260
PEDRO TAMAYO ZAMORA
71A: details of charges
OUR
72: sender to receiver information
/ACC/ ATTN MIAMI BRANCH

STANDARD CHARTERED BANK
NEW YORK, NY
US

20: transaction reference no.
TT39391
32A: value date, currency and amount
Date : 02 June 2000
Currency : USD (US DOLLAR)
Amount : #83,000.00#
50: ordering customer
ERIC SEINFELD
LIMA- PERU
56D: intermediary - name/address
//FW026007993
UBS AG
NEW YORK
57D: account with institution - address
/101WA388904010
EFG PRIVATE BANK S.A
SWITZERLAND
59: beneficiary customer
/588456
ERIC SEINFELD
71A: details of charges
OUR

357

1875

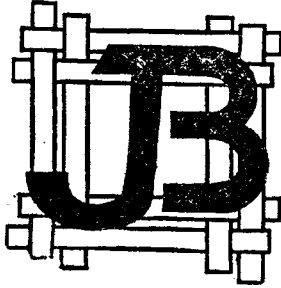
LEGALIZACION DE FOTOCOPIA


Art. 110 y 111 Ley del Notariado

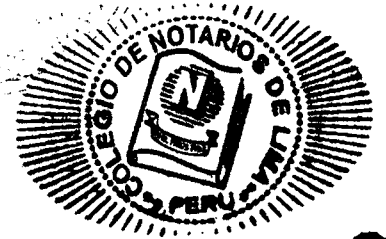
JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001




JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO ELSA HUARCAÑA

FAX No. : (786) 777 6099

ADE-2029

REF. : 17002236

FECHA/DATE: NOVIEMBRE 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

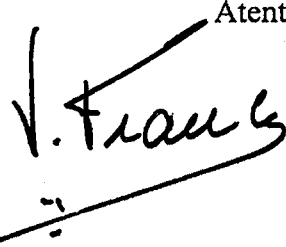
FAX MESSAGE:

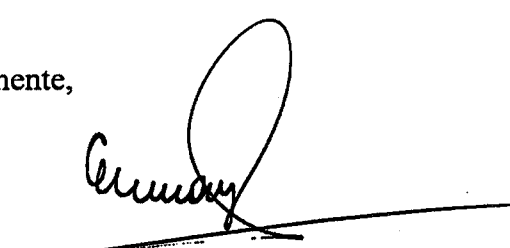
Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD106,700.00
PLAZO : 92 días
FECHA VALOR : Noviembre 22, 2000
VENCIMIENTO : Febrero 22, 2001
TASA : 9.088 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,





1876

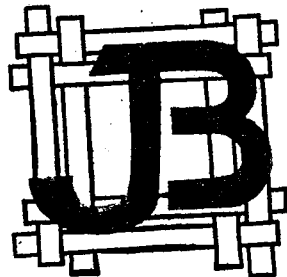
5698

LEGALIZACION DE FOTOCOPIA

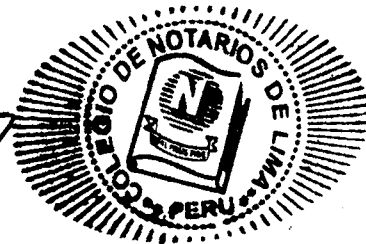
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17002236

FAX No. : (786) 777-6099

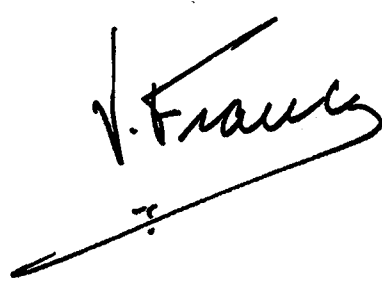
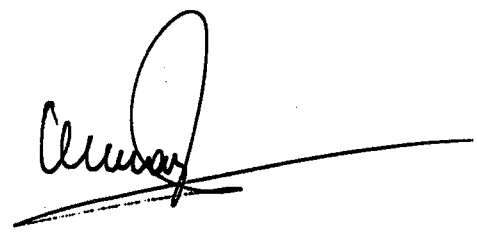
FECHA/DATE: Noviembre 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 22 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD106,875.81 correspondiente a la cancelación del adeudado de la referencia (ADE - 2021).

Atentamente,

1877

305

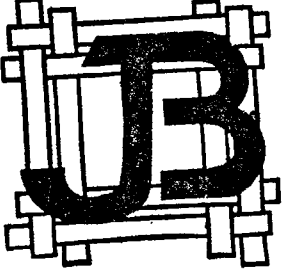
5699

LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-226 - Lima 08
Telf. 358-2323 - Telefax 358-2323

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosero 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Nuevo Mundo PROMISSORY NOTE

Lima, November 22, 2000

USD106,700.00 (One hundred six thousand seven hundred and 00/100 dollars)

VALUE DATE: November 22, 2000

For value received, the undersigned **Nuevo Mundo Holding S.A., Lima, Perú**, hereby **unconditionally and irrevocably promises to pay to the order of SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD106,700.00 (One hundred six thousand seven hundred and 00/100 US Dollars)** plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, on **February 22, 2001, at SAFRA NATIONAL BANK OF NEW YORK, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131**.

This Promissory Note shall pay interest at the rate of **9.088% annual** for the period since **November 22, 2000 to February 22, 2001 (92 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

(Signature)

ELSA HUARCAYA
(Name)

(Signature)

Vitaly Franco

Elsa Huarcaya 360
1878

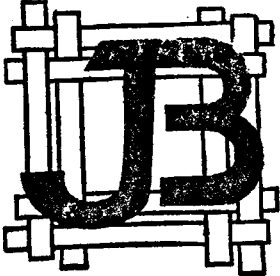
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

5700

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written in a cursive style.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA,PA
US

20: transaction reference no.
TT39192
32A: value date,currency and amount
Date : 26 May 2000
Currency : USD (US DOLLAR)
Amount : #277,000.00#
50: ordering customer
SONIA FLINT
LIMA- PERU
56D: intermediary - name/address
//FW026007993
UBS AG
NEW YORK
57D: account with institution - address
/101WA388904010
EFG PRIVATE BANK S.A
SWITZERLAND
59: beneficiary customer
/588454
SONIA FLINT
71A: details of charges
OUR
72: sender to receiver information
/ACC/PAYY IN FULL

FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA,PA
US

20: transaction reference no.
TT39185
32A: value date,currency and amount
Date : 26 May 2000
Currency : USD (US DOLLAR)
Amount : #102,366.09#
50: ordering customer
EDUARDO DE LAS CASAS
LIMA- PERU
57D: account with institution - address
//FW026003023
SAFRA NATIONAL BANK
OF NEW YORK
59: beneficiary customer
/17002236
EDUARDO DE LAS CASAS
71A: details of charges
OUR
72: sender to receiver information
/ACC/MIAMI BRANCH
//PAY IN FULL

1879

Fuente: Mensajes Swift

2

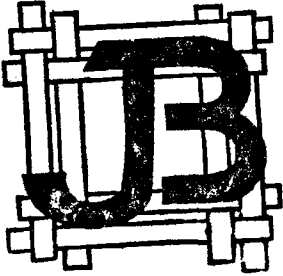
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

361

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08




**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY
DE/FROM : VITALY FRANCO / ELSA HUARCAYA
FAX No. : (786) 777 6099
REF. : 17002112 - ADE 2018
FECHA/DATE: NOVIEMBRE 16, 2000

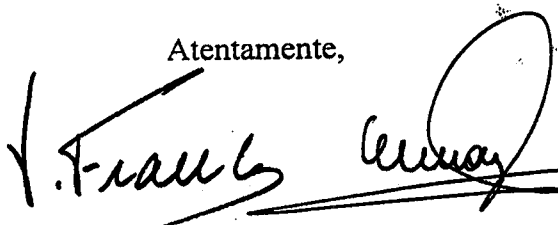
SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523
(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523)

FAX MESSAGE:

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

 IMPORTE : USD265,000.00
PLAZO : 92 días
FECHA VALOR : Noviembre 20, 2000
VENCIMIENTO : Febrero 20, 2001
TASA : 9.556 PCT

Atentamente,



1880

5718

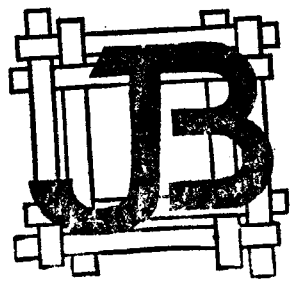
LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancaria 10 y Calle 50 del Notariado República de Panamá.

362

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2328 - 358-2329

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

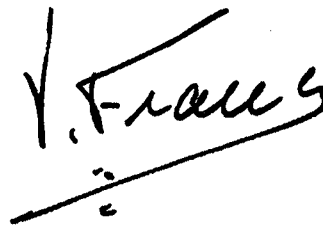
PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY
DE/FROM : VITALY FRANCO / ELSA HUARCAYA
REF. : 17002112
FAX No. : (786) 777-6099
FECHA/DATE: Noviembre 16, 2000

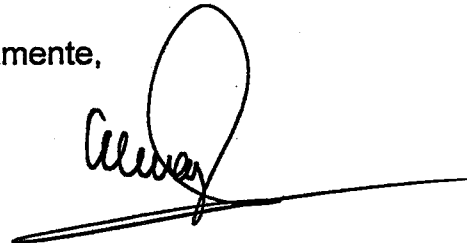
SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523

FAX MESSAGE:

Con fecha valor 20 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD6,329.53, correspondiente a los intereses del adeudado de la referencia (ADE - 2018).

Atentamente,





1881

5719

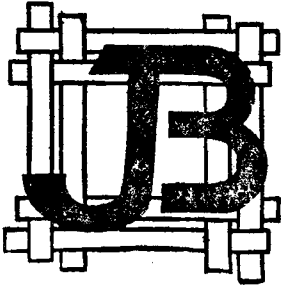
LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

363

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. - =====
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 229-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, November 20, 2000

USD265,000.00 (Two hundred sixty five thousand and 00/100 dollars)

VALUE DATE: November 20, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL⁹ BANK OF NEW YORK**, the principal sum of **USD265,000.00** (Two hundred sixty five thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 20, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Anenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.556%** annual for the period since **November 20, 2000** to **February 20, 2001** (92 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

ELSA HUARCAYA
(Name)

V. Franco
(Signature)

Elsa Huarcaya
(Signature)

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

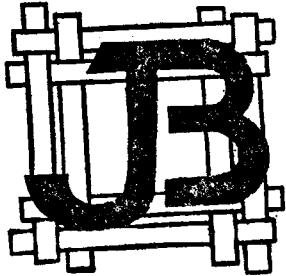
1882

364

5720

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====



[Handwritten signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA, PA
US

20: transaction reference no.
TT39118
32A: value date, currency and amount
Date : 24 May 2000
Currency : USD (US DOLLAR)
Amount : #350,000.00#
50: ordering customer
GERALD COOKLIN ZIMMERMAN
LIMA - PERU
57D: account with institution - address
//FW026003023
SAFRA NATIONAL BANK
OF NEW YORK
59: beneficiary customer
/17002112
GERALD COOKLIN
72: sender to receiver information
/ACC/ ATTN MIAMI BRANCH

FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA, PA
US

20: transaction reference no.
TT39058
32A: value date, currency and amount
Date : 23 May 2000
Currency : USD (US DOLLAR)
Amount : #10,612.00#
50: ordering customer
DAVID LEVY F.
LIMA - PERU
56D: intermediary - name/address
//FW026007993
UBS AG
NEW YORK
57D: account with institution - address
/101WA388904010
EFG PRIVATE BANK S.A
SWITZERLAND
59: beneficiary customer
/588165
ALBERTO LEVY
71A: details of charges
OUR

1883

Fuente: Mensajes Swift

3

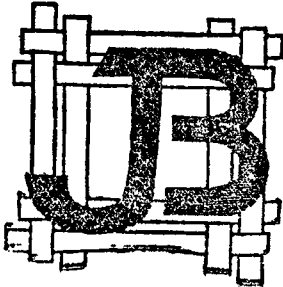
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

365

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

FAX No. : (786) 777 6099

REF. : 17002090 - ADE 2008

FECHA/DATE: NOVIEMBRE 16, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523

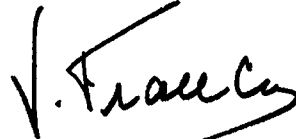
(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523

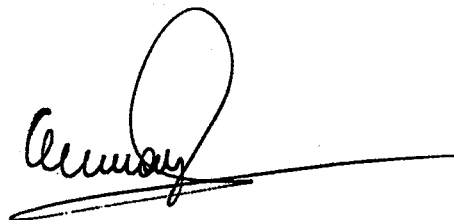
FAX MESSAGE:

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

IMPORTE	:	USD132,500.00
PLAZO	:	92 días
FECHA VALOR	:	Noviembre 21, 2000
VENCIMIENTO	:	Febrero 21, 2001
TASA	:	9.556 PCT

Atentamente,



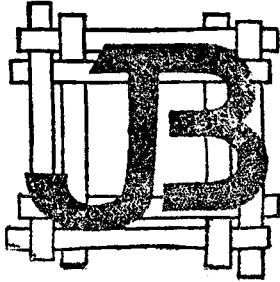


LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

36 1884
5715

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====**



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17002090

FAX No. : (786) 777-6099

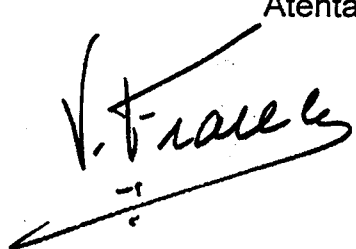
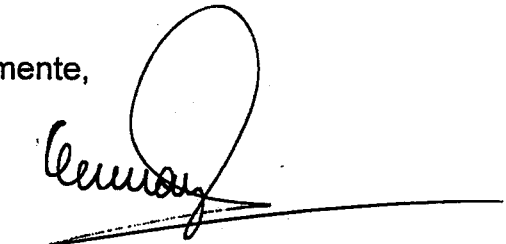
FECHA/DATE: Noviembre 16, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523

FAX MESSAGE:

Con fecha valor 21 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD3,235.77, correspondiente a los intereses del adeudado de la referencia (ADE - 2008).

Atentamente,

LEGALIZACION DE FOTOCOPIA

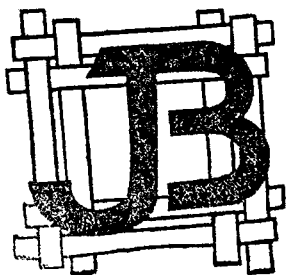
Art. 110 y 111 Ley del Notariado

1885

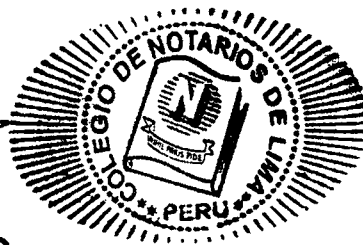
367
5716

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



Faint text in the top left corner, possibly bleed-through from the reverse side of the page.

Holding Nuevo Mundo

PROMISSORY NOTE

JOSE BARBETO BOGGIANO
ABOGADO / NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, November 21, 2000

USD132,500.00 (One hundred thirty two thousand five hundred and 00/100 dollars)

VALUE DATE: November 21, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD132,500.00** (One hundred thirty two thousand five hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 21, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Anenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.556%** annual for the period since **November 21, 2000** to **February 21, 2001** (92 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**



NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

ELSA HUARCAYA
(Name)

V. Franco
(Signature)

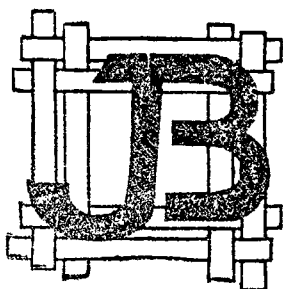
Elsa Huarcaya
(Signature)

364886
5717

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08

2001

FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA, PA
US

20: transaction reference no.
TT39043
32A: value date, currency and amount
Date : 22 May 2000
Currency : USD (US DOLLAR)
Amount : #132,500.03#
50: ordering customer
JOAQUIN CARNEIRO
LIMA - PERU
57D: account with institution - address
//FW026003023
SAFRA NATIONAL BANK
OF NEW YORK
59: beneficiary customer
/17002090
JOAQUIN CARNEIRO
71A: details of charges
OUR
72: sender to receiver information
/ACC/ ATTN MIAMI BRANCH

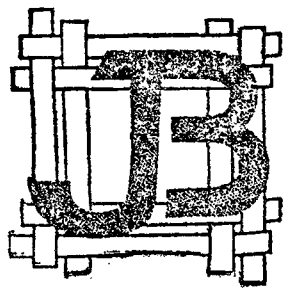
STANDARD CHARTERED BANK
NEW YORK, NY
US

20: transaction reference no.
TT39038
32A: value date, currency and amount
Date : 22 May 2000
Currency : USD (US DOLLAR)
Amount : #20,000.00#
50: ordering customer
ELBA ROSAS DE AGUSTI
LIMA - PERU
56D: intermediary - name/address
//FW026007993
UBS AG
NEW YORK
57D: account with institution - address
/101WA388904010
EFG PRIVATE BANK S.A
SWITZERLAND
59: beneficiary customer
/588197
ELBA ROSAS
71A: details of charges
OUR

369

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

FAX No. : (786) 777 6099 *ADIC-2017*

REF. : 17001191

FECHA/DATE: NOVIEMBRE 07, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523
(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523

FAX MESSAGE:

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

IMPORTE : USD205,000.00
PLAZO : 90 días
FECHA VALOR : Noviembre 08, 2000
VENCIMIENTO : Febrero 06, 2001
TASA : 9.32 PCT

Atentamente,

V. Franco
Elsa Huarcaya

370

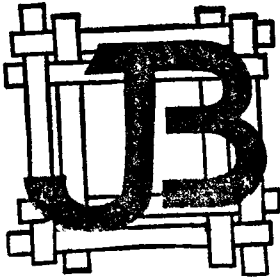
1888

5721

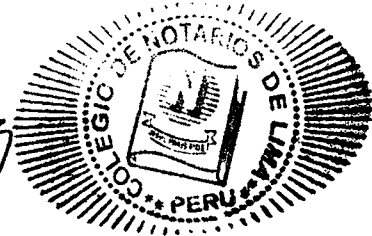
LEGALIZACION DE FOTOCOPIA
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2823 - Telefax 358-2322

STANDARD CHARTERED BANK
NEW YORK, NY
US

20: transaction reference no.
TT38829
32A: value date, currency and amount
Date : 12 May 2000
Currency : USD (US DOLLAR)
Amount : #25,000.00#
50: ordering customer
ABRAHAM LEVY
LIMA - PERU
56D: intermediary - name/address
//FW026007993
UBS AG
NEW YORK
57D: account with institution - address
//FW101WA388904010
EFG PRIVATE BANK S.A
SWITZERLAND
59: beneficiary customer
/588169
ABRAHAM LEVY
71A: details of charges
OUR

FIRST UNION NATIONAL BANK, PHILADELPHIA

 **Holding
Nuevo Mundo**

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17001191

FAX No. : (786) 777-6099

FECHA/DATE: Noviembre 07, 2000

1889

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523

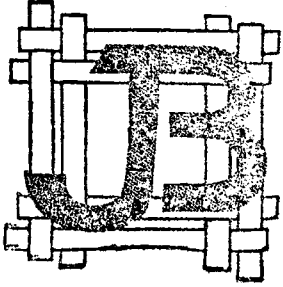
LEGALIZACION DE FOTOCOPIA

FAX MESSAGE:

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Holding Nuevo Mundo PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, November 08, 2000

USD205,000.00 (Two hundred five thousand and 00/100 dollars)

VALUE DATE: November 08, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD205,000.00** (Two hundred five thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 06, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.320%** annual for the period since **November 08, 2000** to **February 06, 2001** (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

ELSA HUARCAYA
(Name)

(Signature)

(Signature)

1890

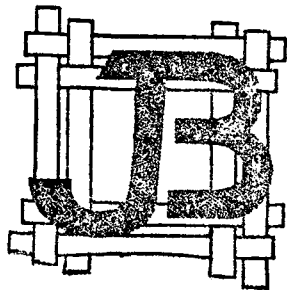
322

5723

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name.



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ARTURO NAQUIRA

FAX No. : (786) 777 6099

REF. : 17001175 - ADE 2027

FECHA/DATE: OCTUBRE 27, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,000.00
PLAZO : 360 días
FECHA VALOR : Octubre 27, 2000
VENCIMIENTO : Octubre 22, 2001
TASA : 9.375 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

V. Franco

Arturo Naquirá

1891

373

5711

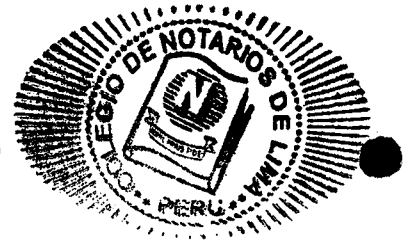
JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del **ANVERSO** es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe.

Lima, 21 MAYO 2001



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Holding
Nuevo Mundo PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosarillo 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, October 27, 2000

USD100,000.00 (One hundred thousand and 00/100 dollars)

VALUE DATE: October 27, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD100,000.00** (One hundred thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **October 22, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.375%** annual for the period since **October 27, 2000 to October 22, 2001** (360 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

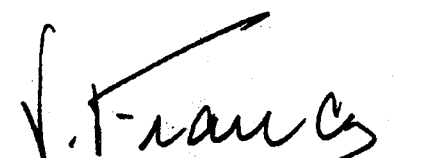
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

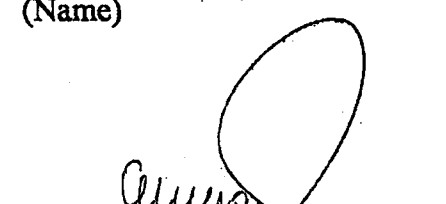
This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANÇO
(Name)

ELSA HUARCAYA
(Name)


(Signature)


(Signature)

1892

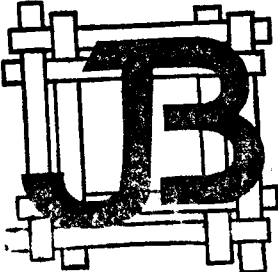
5712

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

374

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



JOSE BARRETO BOGGIANO
ABOGADO / NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 • Telefax 358-2328

CITIBANK N.A.
NEW YORK, NY
US

20: transaction reference no.
TT43113
32A: value date, currency and amount
Date : 31 October 2000
Currency : USD (US DOLLAR)
Amount : #100,000.00#
50: ordering customer
NUEVO MUNDO HOLDING S.A
LIMA- PERU
56D: intermediary - name/address
/36118975
CBG COMPAGNIE BANCAIRE GENEVE
57D: account with institution - address
CBA COMPAGNIE BANCAIRE DES ANTILLES
N.V
59: beneficiary customer
/809770
CONC. 119200

CITIBANK N.A.
NEW YORK, NY
US

20: transaction reference no.
TT43041
32A: value date, currency and amount
Date : 27 October 2000
Currency : USD (US DOLLAR)
Amount : #100,000.00#
50: ordering customer
ROBERTO ARAMBURU RAYGADA
LIMA- PERU
57D: account with institution - address
//FW026003023
SAFRA NATIONAL BANK
OF NEW YORK
59: beneficiary customer
/17001175

Fuente: Mensajes Swift

1898

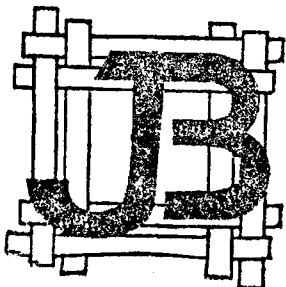
8

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

375

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. - =====
LIMA, 21 DE MAYO DEL 2001. - =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO ELSA HUARCAYA

FAX No. : (786) 777 6099

ADE-2028

REF. : 17001159

FECHA/DATE: OCTUBRE 30, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523

(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523

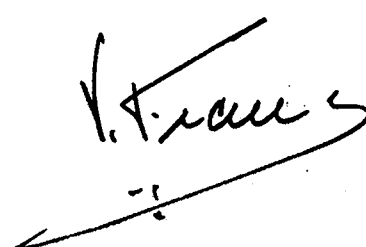
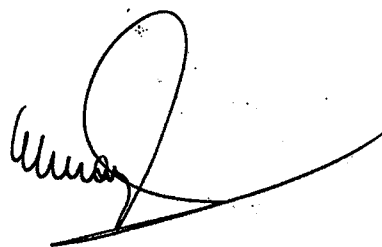
FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD124,000.00
PLAZO : 90 días
FECHA VALOR : Noviembre 02, 2000
VENCIMIENTO : Enero 31, 2001
TASA : 9.086 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 17000004 que mantenemos en vuestra Institución.

Atentamente,

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

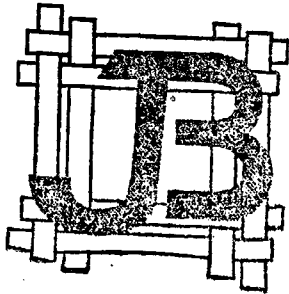
1894

5724

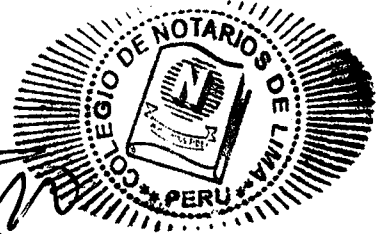
376

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name.



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17001159

FAX No. : (786) 777-6099

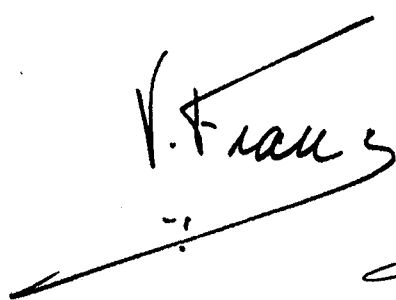
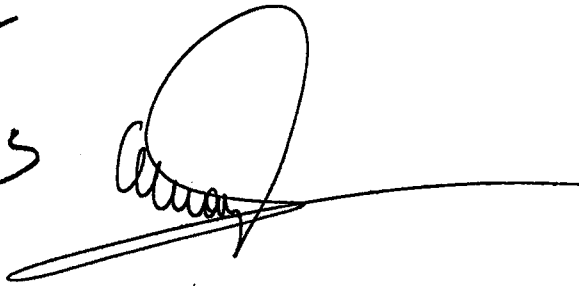
FECHA/DATE: Octubre 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 02 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD124,833.44 correspondiente a la cancelación del adeudado de la referencia (ADE - 2015).

Atentamente,

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

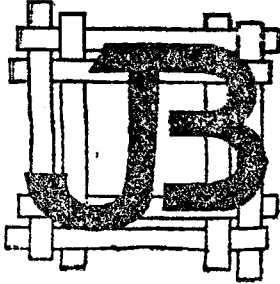
1895

5725

377

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



Holding
Nuevo Mundo PROMISSORY NOTE

JOSE BARRETO BOGGIANI
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, November 02, 2000

USD124,000.00 (One hundred twenty four thousand and 00/100 dollars)

VALUE DATE: November 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD124,000.00** (One hundred twenty four thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **January 31, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.086%** annual for the period since **November 02, 2000** to **January 31, 2001** (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.


This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

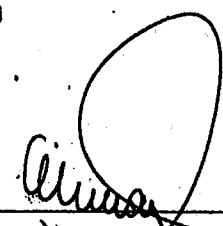
This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

ELSA HUARCAYA
(Name)





(Signature)

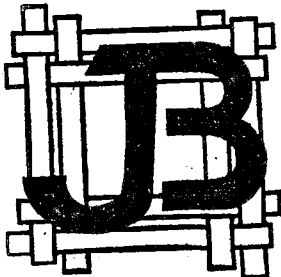
(Signature)

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

1896
378
5726

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA, PA
US

20: transaction reference no.
TT38560
32A: value date, currency and amount
Date : 04 May 2000
Currency : USD (US DOLLAR)
Amount : #20,000.00#
50: ordering customer
GERARDO SILBERMANN BERGER
LIMA - PERU
57D: account with institution - address
//FW266086554
CITIBANK F.S.B
50 396 CORAL GABLES
FLORIDA 33134
U.S.A
59: beneficiary customer
/310069518
MARIA ALVAREZ REY
ANGEL RAMON REY

FIRST UNION NATIONAL BANK, PHILADELPHIA
PHILADELPHIA, PA
US

20: transaction reference no.
TT38559
32A: value date, currency and amount
Date : 03 May 2000
Currency : USD (US DOLLAR)
Amount : #120,000.19#
50: ordering customer
ENRIQUE LUIS MENDISABAL RAIG
LIMA - PERU
57D: account with institution - address
//FW026003023
SAFRA NATIONAL BANK
NEW YORK
59: beneficiary customer
/17001159
ENRIQUE MENDISABAL RAIG
72: sender to receiver information
/ACC/ ATTN MIAMI BRACH

1897

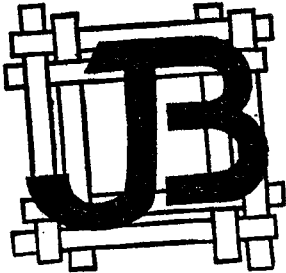
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

379

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / LILIAN MOORE

FAX No. : (786) 777 6099

REF. : 17000918 - ADE 2024

FECHA/DATE: SETIEMBRE 18, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

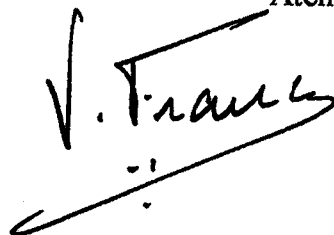
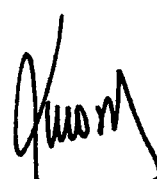
FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE	:	USD104,500.00
PLAZO	:	91 días
FECHA VALOR	:	Setiembre 20, 2000
VENCIMIENTO	:	Diciembre 20, 2000
TASA	:	9.091 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

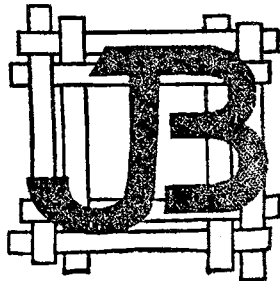
1898

5704

380

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY
DE/FROM : VITALY FRANCO / LILIAN MOORE
REF. : 17000918
FAX No. : (786) 777-6099
FECHA/DATE: Setiembre 18, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 20 de setiembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD104,423.54 correspondiente a la cancelación del adeudado de la referencia (ADE - 2013).

Atentamente,

V. Franco

Juan

1899

570

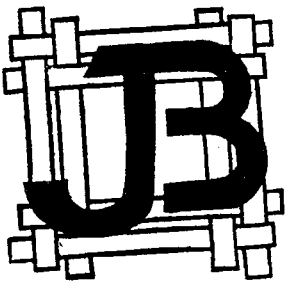
Edificio Plaza **LEGALIZACION DE FOTOCOPIA** Panamá - República de Panamá.

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

381

Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. -----



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



8081



Holding Nuevo Mundo PROMISSORY NOTE

JOSE BARRERO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosero 226-228 - Lima 08
Telf. 358-2223 - Telefax 358-2322

Lima, September 20, 2000

USD104,500.00 (One hundred four thousand five hundred and 00/100 dollars)

VALUE DATE: September 20, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD104,500.00** (One hundred four thousand five hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **December 20, 2000**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.091%** annual for the period since **September 20, 2000** to **December 20, 2000** (91 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO VARON
(Name)

LILIAN MOORE
(Name)

V. Franco
(Signature)

L. Moore
(Signature)

1900

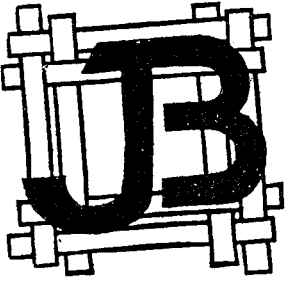
5706

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

382

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



0001

CITIBANK N.A.
NEW YORK,NY
US

20: transaction reference no.
TT37709
32A: value date,currency and amount
Date : 24 March 2000
Currency : USD (US DOLLAR)
Amount : #100,000.00#
50: ordering customer
MANUEL BEHAR
LIMA- PERU
57D: account with institution - address
//FW026003023
SAFRA NATIONAL BANK
OF NEW YORK
59: beneficiary customer
/17000918
MANUEL BEHAR
71A: details of charges
OUR
72: sender to receiver information
/ACC/ ATTN MIAMI BRANCH

CITIBANK N.A.
NEW YORK,NY
US

20: transaction reference no.
TT37660
32A: value date,currency and amount
Date : 22 March 2000
Currency : USD (US DOLLAR)
Amount : #100,000.00#
50: ordering customer
MARCO ANTONIO LUNA RIVERA
LIMA - PERU
56D: intermediary - name/address
/36118975
CBG COMPAGNIE BANCARIE GENEVE
57D: account with institution - address
CBG COMPAGNIE BANCAIRE DES ANTILLES
N.V
59: beneficiary customer
/809770
CONC 116750
71A: details of charges
OUR

1991

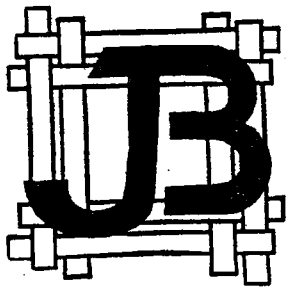
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

383

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



1781

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / LILIAN MOORE

FAX No. : (786) 777 6099

REF. : 17200470 - *Ade 2025*

FECHA/DATE: OCTUBRE 16, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523

(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523

FAX MESSAGE:

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

IMPORTE : USD104,400.00
PLAZO : 62 días
FECHA VALOR : Octubre 17, 2000
VENCIMIENTO : Diciembre 18, 2000
TASA : 9.239 PCT

Atentamente,

V. Franco *Moore*

1902

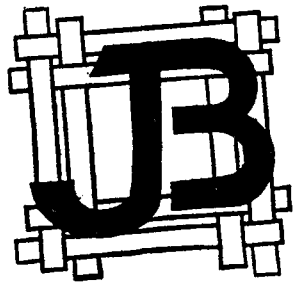
5701

LEGALIZACION DE FOTOCOPIA
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

384

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====



[Handwritten signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



2001

2001 MAY 21 10:00 AM
LIMA

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 17200470

FAX No. : (786) 777-6099

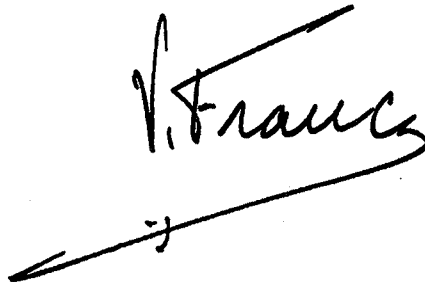
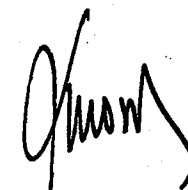
FECHA/DATE: Octubre 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE
TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 17 de octubre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD104,575.67 correspondiente a la cancelación del adeudado de la referencia (ADE - 2014).

Atentamente,

1903

5702

LEGALIZACION DE FOTOCOPIA

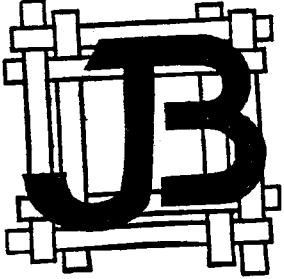
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

385

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====

LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



8001

PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, October 17, 2000

USD104,400.00 (One hundred four thousand four hundred and 00/100 dollars)

VALUE DATE: October 17, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of SAFRA NATIONAL BANK OF NEW YORK, the principal sum of USD104,400.00 (One hundred four thousand four hundred and 00/100 dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on December 18, 2000, at SAFRA NATIONAL BANK OF NEW YORK, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of 9.239% annual for the period from October 17, 2000 to December 18, 2000 (62 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of SAFRA NATIONAL BANK OF NEW YORK, unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

LILIAN MOORE
(Name)

Vitaly Franco
(Signature)

Lilian Moore
(Signature)

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

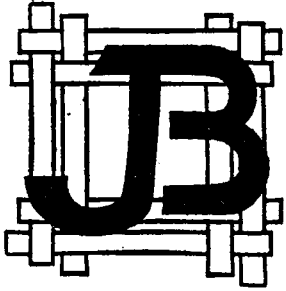
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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



1021

HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / LILIAN MOORE

FAX No. : (786) 777 6099

2

REF. : 17001973 - *ADC 2019*

FECHA/DATE: AGOSTO 18, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523

(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523

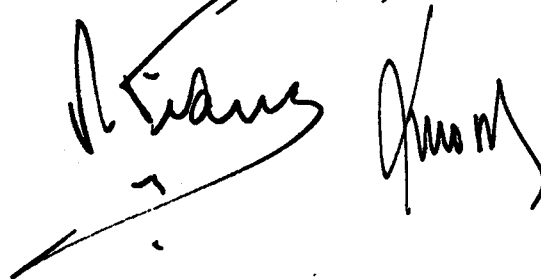
FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,000.00
PLAZO : 180 días
FECHA VALOR : Agosto 18, 2000
VENCIMIENTO : Febrero 14, 2001
TASA : 9.181 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,



Edificio **LEGALIZACION DE** Pa **FOTOCOPIA** de Panamá.

Art. 110 y 111 Ley del Notariado

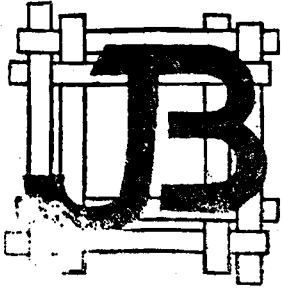
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ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Holding
Nuevo Mundo

PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosero 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, August 18, 2000

USD100,000.00 (One hundred thousand and 00/100 dollars)

VALUE DATE: August 18, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD100,000.00** (One hundred thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 14, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.181%** annual for the period from **August 18, 2000** to **February 14, 2001** (180 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.


This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

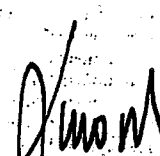
NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

LILIAN MOORE
(Name)



(Signature)



(Signature)

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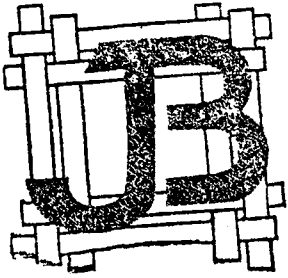
388

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



[Handwritten signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08



2001

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : JACQUES LEVY CALVO / LILIAN MOORE

FAX No. : (786) 777 6099

REF. : 17001973

ADG - 2020

FECHA/DATE: AGOSTO 23, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523

(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523

FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD230,800.00
PLAZO : 181 días
FECHA VALOR : Agosto 23, 2000
VENCIMIENTO : Febrero 20, 2001
TASA : 9.182 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

[Handwritten signatures]

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Edificio **LEGALIZACION DE FOTOCOPIA** de Panamá.

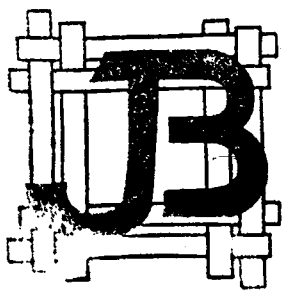
Art. 110 y 111 Ley del Notariado

389

ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-223 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

7001

PROMISSORY NOTE

Lima, August 23, 2000

USD230,800.00 (Two hundred thirty thousand eight hundred and 00/100 dollars)

VALUE DATE: August 23, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD230,800.00** (Two hundred thirty thousand eight hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 20, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.182%** annual for the period since **August 23, 2000** to **February 20, 2001** (181 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

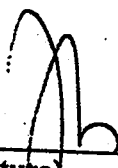
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

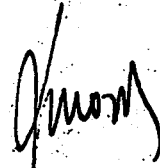
NUEVO MUNDO HOLDING S.A.

JACQUES LEVY CALVO
(Name)

LILIAN MOORE
(Name)



(Signature)



(Signature)

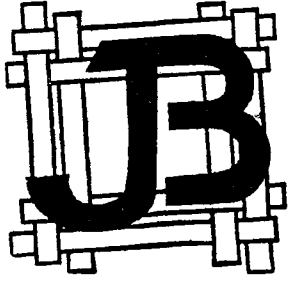
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LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

390

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICADO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



0001

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / LILIAN MOORE

FAX No. : (786) 777 6099

REF. : ~~17002260~~ ¹⁷⁰⁰⁰⁶³² - 2023

FECHA/DATE: SETIEMBRE 08, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523

(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523

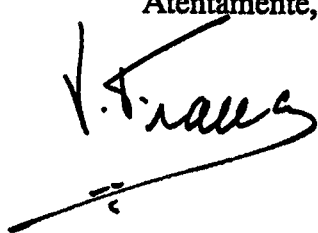
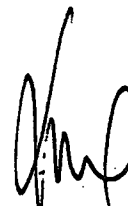
FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD114,800.00
PLAZO : 91 días
FECHA VALOR : Setiembre 12, 2000
VENCIMIENTO : Diciembre 12, 2000
TASA : 9.087 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer, Calle 50, Panamá, República de Panamá.
Art. 110 y 111 Ley de Notariado

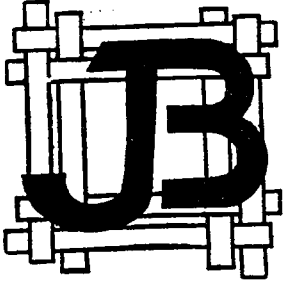
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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



2001

Lima, September 12, 2000

USD114,800.00 (One hundred fourteen thousand eight hundred and 00/100 dollars)

VALUE DATE: September 12, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of SAFRA NATIONAL BANK OF NEW YORK, the principal sum of USD114,800.00 (One hundred fourteen thousand eight hundred and 00/100 dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on December 12, 2000, at SAFRA NATIONAL BANK OF NEW YORK, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of 9.087% annual for the period from September 12, 2000 to December 12, 2000 (91 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

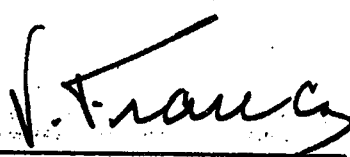
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of SAFRA NATIONAL BANK OF NEW YORK., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.


NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

LILIAN MOORE
(Name)


(Signature)


(Signature)

LEGALIZACIÓN DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

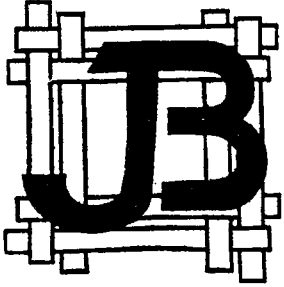
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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. -----**



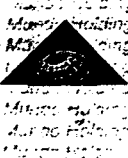
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



101

CANCELADOS

1911



Holding
Nuevo Mundo PROMISSORY NOTE

JOSE BARRERO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, November 01, 2000

USD148,100.00 (One hundred forty eight thousand one hundred and 00/100 Dollars)

VALUE DATE: November 01, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty eight thousand one hundred and 00/100 U.S. Dollars (USD148,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.668%** annual for the period since **November 01, 2000 to December 01, 2000 (30 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO

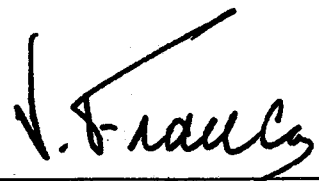
ELSA HUARCAYA

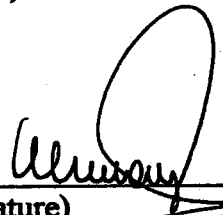
(Name)

(Name)

(Signature)

(Signature)





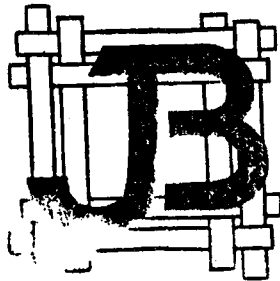
LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

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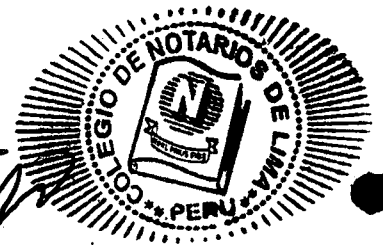
JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del **ANVERSO** es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe. _____

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08

PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, October 02, 2000

USD147,100.00 (One hundred forty seven thousand one hundred and 00/100 Dollars)

VALUE DATE: October 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty seven thousand one hundred and 00/100 Dollars (USD147,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.668% annual for the period since October 02, 2000 to November 01, 2000 (30 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)


(Signature)

LILIAN MOORE
(Name)


(Signature)

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

1913

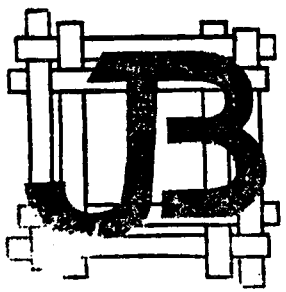
394

5728

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



Nuevo Mundo

PROMISSORY NOTE

JOSE BARRERO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosal 228, Lima 08
Telf: 358-2326 - Telefax: 358-2322

Lima, November 30, 2000

USD 160,000.00 (One hundred sixty thousand and 00/100 Dollars)

VALUED DATE: November 30, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A., Lima, Perú**, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred sixty thousand and 00/100 U.S. Dollars (USD 160,000.00)** and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box, 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.902%** annual for the period since **November 30, 2000** to **January 02, 2001 (33 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and, including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.** unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.
(Name) **VITALYO FRANCO**
(Signature)

ELSA HUARCAYA
(Name) _____
(Signature)

LEGALIZACION DE FOLIO PUBLICO

At 10:00 AM on November 30, 2000

At 10:00 AM on November 30, 2000

At 10:00 AM on November 30, 2000

At 10:00 AM on November 30, 2000

At 10:00 AM on November 30, 2000


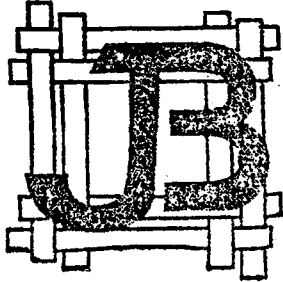
At 10:00 AM on November 30, 2000

At 10:00 AM on November 30, 2000

At 10:00 AM on November 30, 2000

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
~~ABOGADO NOTARIO DE LIMA~~
AV. EL ROSARIO No. 226
LIMA 08



Nuevo Mundo Holding Nuevo Mundo



Nuevo Mundo Holding

PROMISSORY NOTE

JOSE BARRETO BOGGIAN
ABOGADO NOTARIO DE LIMA,
Av. El Rosario 226-228 - Lima C
Telf. 358-2323 - Telefax 358-23

Lima, December 01, 2000

USD149,100.00 (One hundred forty nine thousand one hundred and 00/100 Dollars)

VALUE DATE: December 01, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Peru, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty nine thousand one hundred and 00/100 U.S. Dollars (USD149,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curacao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.669%** annual for the period since **December 01, 2000 to January 02, 2001 (32 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curacao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curacao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

ELSA HUARCAYA
(Name)

Vitaly Franco
(Signature)

Elsa Huarcaya
(Signature)

1915

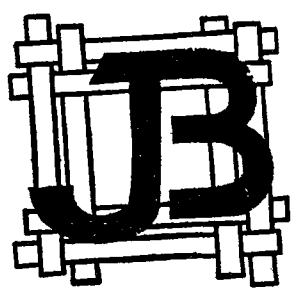
396

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

5730

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



[Handwritten signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



El 06 de Noviembre del 2000

Banco Nuevo Mundo
Att.: Sra. Sonia Romero
Av. Paseo de la República 3033
Lima 27, Perú

Asunto: Vencimiento de Promissory Notes

Estimada Sra. Romero,

Por medio de la presente, es un placer enviarle los Promissory Notes originales ya vencidos de los siguientes clientes:

116 890
116 910
116 960
116 970
117 100
117 200
117 300
117 500

Quisieramos también informarle que hemos recibido una copia de los Promissory Notes, que fueron renovados, por fax.

Esperamos poder recibir los originales lo más pronto posible.

Sin más por el momento, le saludamos

Muy cordialmente,


Arlene Crique
Manager Banca Privada


Julblank González
Secretaria

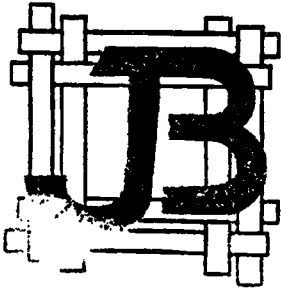
Anexo (8)


1916

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del ANVERSO es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe.

Lima, 21 MAYO 2001




JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116840 / ADE - 1055

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 30, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO
(511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523


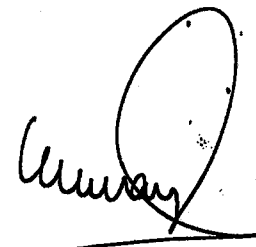
FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD148,100.00
PLAZO : 30 días
FECHA VALOR : Noviembre 01, 2000
FECHA DE VENCIMIENTO: Diciembre 01, 2000
TASA : 8.668% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

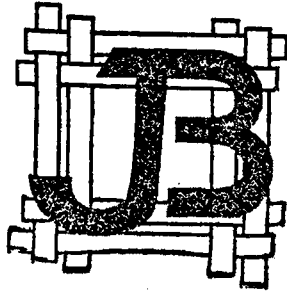
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

Corr
398 1917
5732

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2323

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08



101

**HOJA DE TRANSMISION DE FAOSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116840

FAX No. : (5999) 736-6868

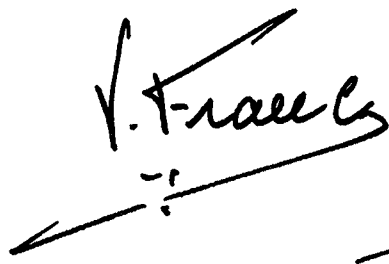
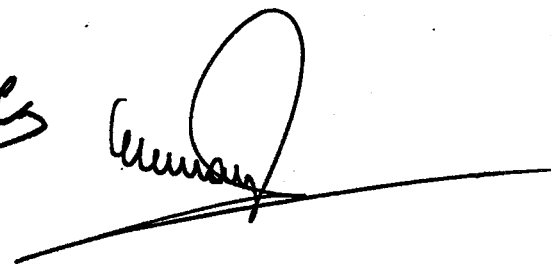
FECHA/DATE: Octubre 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO
(511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 01 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD148,162.55, correspondiente a la cancelación del adeudado de la referencia (ADE - 1040).

Atentamente,

1918

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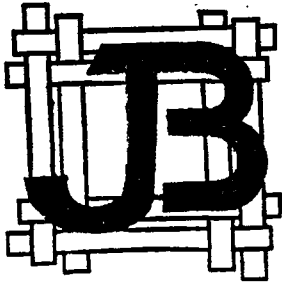
5733

LEGALIZACION DE FOTOCOPIA

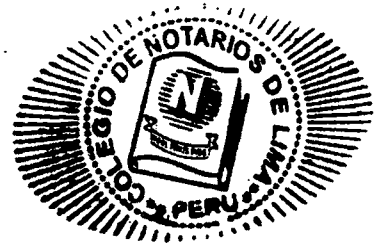
Edificio Plaza Bancomer - Calle 50, Panamá República de Panamá.
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET

VENCIDO

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116960 / ADE - 1054

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 27, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,100.00
PLAZO : 31 días
FECHA VALOR : Octubre 30, 2000
FECHA DE VENCIMIENTO: Noviembre 30, 2000
TASA : 7.972% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,
V. Franco

5914 / 1919

400

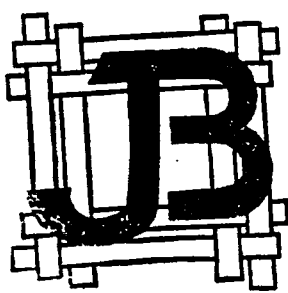
5734

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. -----



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116960

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 27, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO
(511) 442-4523.**

**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 30 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD100,686.48, correspondiente a la cancelación del adeudado de la referencia (ADE - 1041).

Atentamente,


V. Franco


Elsa Huarcaya

1920

401

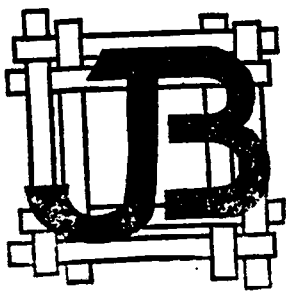
5735

LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer, Calle 50, Panamá, República de Panamá.
Art. 110 y 111 Ley de Notarías

JUSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. -----



Jose Barreto Boggiano

JUSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



0909

JOSE BARRERO BOGGIA
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima
Telf. 358-7325 - Telefax 358-23

Lima, October 30, 2000

USD100,100.00 (One hundred thousand one hundred and 00/100 Dollars)

VALUE DATE: October 30, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Peru, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand one hundred and 00/100 U.S. Dollars (USD100,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **7.972%** annual for the period since **October 30, 2000 to November 30, 2000 (31 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

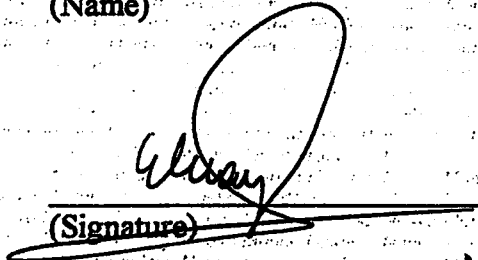
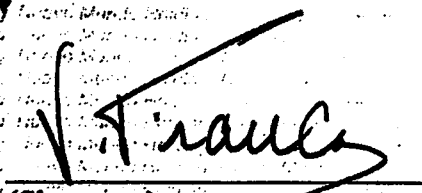
NUEVO MUNDO HOLDING S.A.

VITALY FRANCO

ELSA HUARCAYA

(Name)

(Name)



(Signature)

(Signature)

1921

402

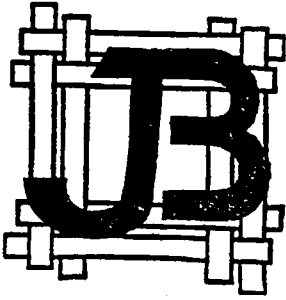
LEGALIZACION DE FOTOCOPIA

5736

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. -----



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'. The signature is fluid and cursive, written over the printed name.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

VENC

PARA/TO : CBA / ARNO BUSSER
DE/FROM : VITALY FRANCO / ELSA HUARCAYA
REF. : 116910
FAX No. : (5999) 736-6868
FECHA/DATE: Octubre 27, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

FAX MESSAGE:

Mucho agradeceremos se sirvan renovar el adeudado No. 1032 que vence el 30 de agosto, bajo las siguientes condiciones:

debe

IMPORTE	:	USD 160,000.00
PLAZO	:	31 días
FECHA VALOR	:	Octubre 30, 2000
VENCIMIENTO	:	Noviembre 30, 2000
TASA	:	8.900% Nominal

Atentamente,

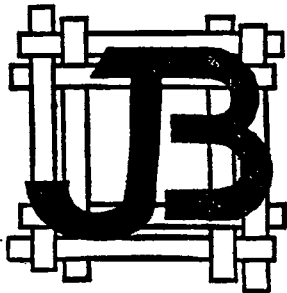
V. Franco *Uruy*

cont ✓
403 1922
5737

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116910

FAX No. : (5999) 736-6868

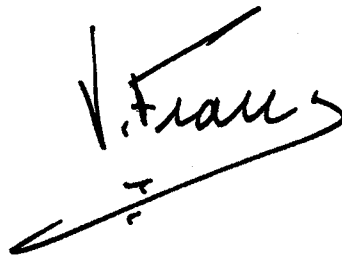
FECHA/DATE: Octubre 27, 2000

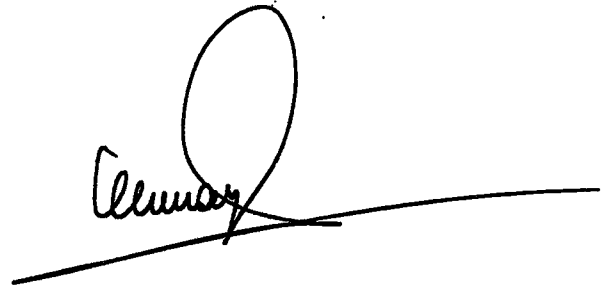
**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO
(511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 30 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD1,265.64, correspondiente a los intereses del adeudado de la referencia (ADE - 1032).

Atentamente,





1923

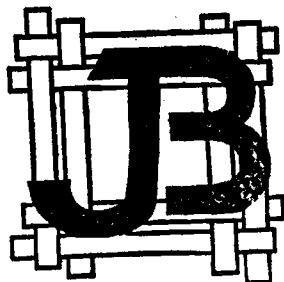
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5738

LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer, Calle 50, B4 Notariado, República de Panamá.

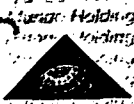
JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO,
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Nuevo Mundo PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 / Tetefax 358-2322

Lima, October 30, 2000

USD160,000.00 (One hundred sixty thousand and 00/100 Dollars)

VALUE DATE: October 30, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of One hundred sixty thousand and 00/100 U.S. Dollars (USD160,000.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/g's present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.900% annual for the period since October 30, 2000 to November 30, 2000 (31 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO

ELSA HUARCAYA

(Name)

(Name)

Vitaly Franco

Elsa Huarcaya

(Signature)

(Signature)

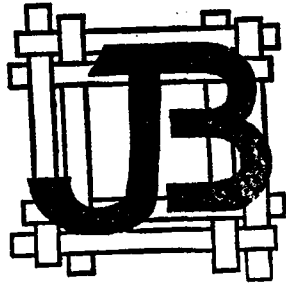
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LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado.

405 5739

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. -----**



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO,
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



1201

HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 116970 - ADE 1042

FAX No. : (5999) 736-6868

FECHA/DATE: Setiembre 29, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD71,600.00
PLAZO : 92 días
FECHA VALOR : Octubre 02, 2000
FECHA DE VENCIMIENTO: Enero 02, 2001
TASA : 8.963% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

V. Franco
(Lilian Moore)

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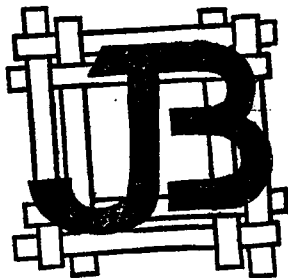
LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer, Art. 116 y 117 Ley del Notariado, República de Panamá.

5740

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



PROMISSORY NOTE

Lima, October 02, 2000

USD71,600.00 (Seventy one thousand six hundred and 00/100 Dollars)

VALUE DATE: October 02, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of Seventy one thousand six hundred and 00/100 Dollars (USD71,600.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/g's present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.963% annual for the period since October 02, 2000 to January 02, 2001 (92 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

LILIAN MOORE
(Name)

V. Franco
(Signature)

Lilian Moore
(Signature)

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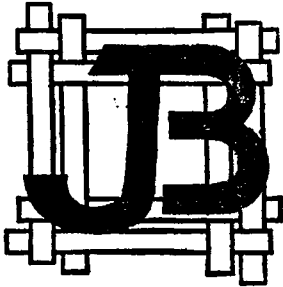
407

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

5741

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====**



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



PROMISSORY NOTE

JOSE BARBETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

Lima, October 02, 2000

USD71,600.00 (Seventy one thousand six hundred and 00/100 Dollars)

CANCELADO

VALUE DATE: October 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Seventy one thousand six hundred and 00/100 Dollars (USD71,600.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/g's present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.963%** annual for the period since **October 02, 2000** to **January 02, 2001 (92 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

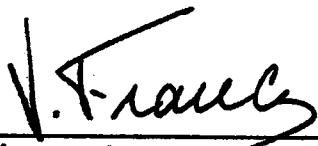
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.


This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

LILIAN MOORE
(Name)


(Signature)


(Signature)

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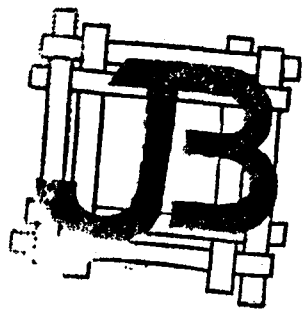
LEGALIZACION DE FOTOCOPIA.
Art. 110 y 111 Ley del Notariado

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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



748

Nuevo Mundo Holding
Av. Paseo de la República 3033
Lima 27, Peru

September 29, 2000

Subject: Our Fixed Term Loan to Your Institution

Gentlemen,

Following your request of September 29, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

Amount: US\$ 71'600.00 (Seventy One thousand six hundred 00/100 United States Dollars)

Draw-Down: October 02, 2000

Repayment: January 02, 2001

Interest Rate: 8.963% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

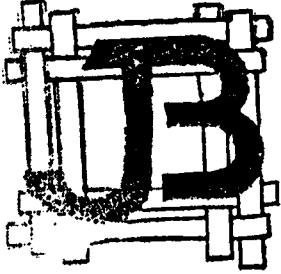
Overriding Events: In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

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M. J. P.
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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



[Handwritten signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



201

available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

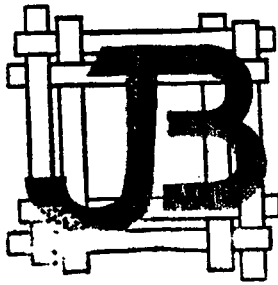
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Page 2 of 4

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

Indemnity: The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

Assignment: The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

Governing Law: This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

LEGALIZACION DE FOTOCOPIA

Page 3 of 4

Art. 110 y 111 Ley del Notariado

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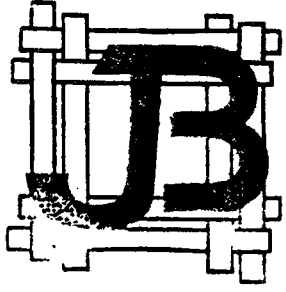
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Handwritten signature and initials: "411" and "M" with a circled "S" below.

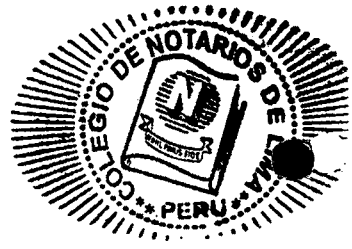
JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001




Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

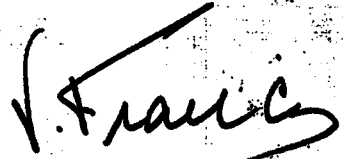
Sincerely yours,


Waison Lam
Deputy, Managing Director


Arlene Criqué
Manager Private Banking

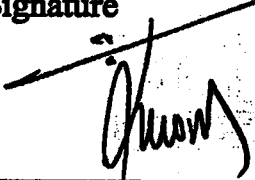
We herewith agree with the contents of and to be bound by this Loan Agreement.

Date



Signature

Date

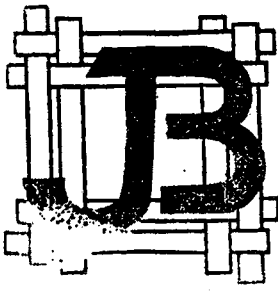


Signature

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



[Handwritten Signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER
DE/FROM : VITALY FRANCO / LILIAN MOORE
REF. : 116730 / ADE - 1036
FAX No. : (5999) 736-6868
FECHA/DATE: Setiembre 18, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO
(511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523

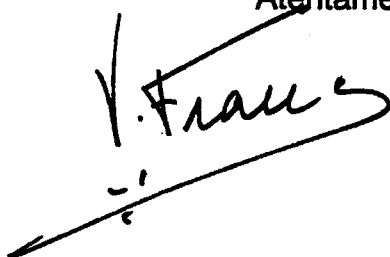
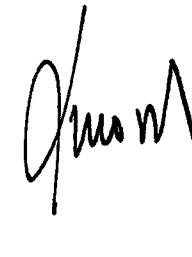
FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD135,600.00
PLAZO : 91 días
FECHA VALOR : Setiembre 19, 2000
FECHA DE VENCIMIENTO: Diciembre 19, 2000
TASA : 9.75% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

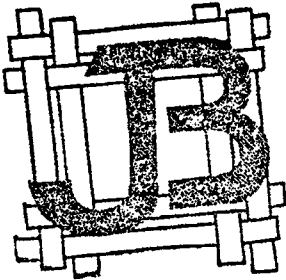
 

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001.- =====**



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER

DE/FROM : JACQUES LEVY / LILIAN MOORE

REF. : 116730

FAX No. : (5999) 736-6868

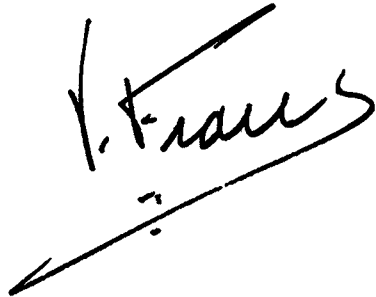
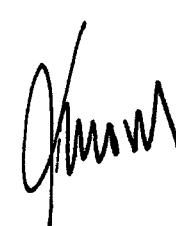
FECHA/DATE: Setiembre 18, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO
(511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Con fecha valor 19 de setiembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD190,839.48, correspondiente a la cancelación del adeudado de la referencia (ADE - 1013).

Atentamente,

LEGALIZACION DE FOTOCOPIA

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

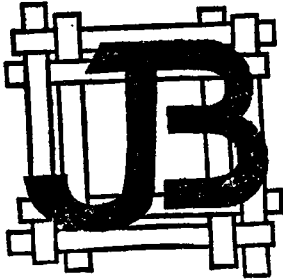
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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



[Handwritten signature]
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Holding
Nuevo Mundo

PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 / Teléfax 358-2322

Lima, September 19, 2000

USD135,000.00 (One hundred thirty five thousand and 00/100 Dollars)

VALUE DATE: September 19, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thirty five thousand and 00/100 Dollars (USD135,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.75%** annual for the period since September 19, 2000 to December 19, 2000 (91 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO

(Name)

(Signature)

LILIAN MOORE

(Name)

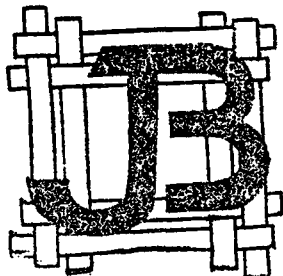
(Signature)

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**
LIMA, 21 DE MAYO DEL 2001. -=====



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

PROMISSORY NOTE

Lima, September 19, 2000

USD135,600.00 (One hundred thirty five thousand six hundred and 00/100 Dollars)

VALUE DATE: September 19, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thirty five thousand six hundred and 00/100 Dollars (USD135,600.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.75%** annual for the period since **September 19, 2000 to December 19, 2000 (91 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

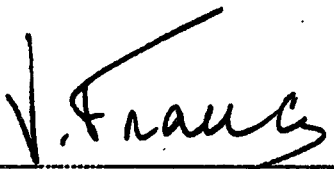
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**


NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)

LILIAN MOORE
(Name)



(Signature)



(Signature)

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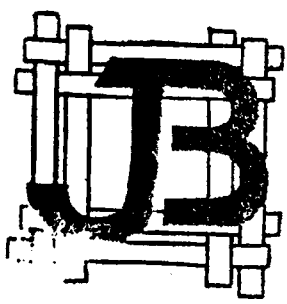
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LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

2001

Nuevo Mundo Holding
Av. Paseo de la República 3033
Lima 27, Peru

September 18, 2000

Subject: Our Fixed Term Loan to Your Institution

Gentlemen,

Following your request of September 18, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

Amount: US\$ 135'600.00 (One hundred and thirty five thousand six hundred 00/100 United States Dollars)

Draw-Down: September 19, 2000

Repayment: December 19, 2000

Interest Rate: 9.75% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

Overriding Events: In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

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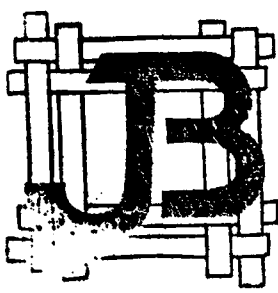
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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del ANVERSO es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe. _____

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

Page 2 of 4
LEGALIZACION DE FOTOCOPIA

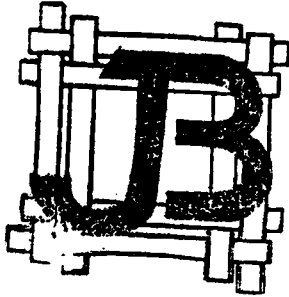
Art. 110 y 111 Ley del Notariado

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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del **ANVERSO** es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe. _____

Lima, 21 MAYO 2001




JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

Indemnity:

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

Assignment:

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

Governing Law:

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

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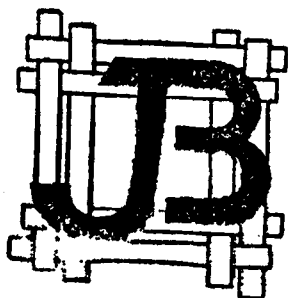
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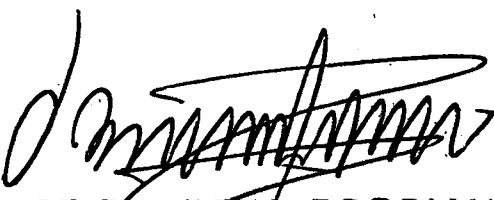
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JOSE ERNESTO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001




JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

Waison Lam

Waison Lam
Deputy Managing Director

(Rique)

Arlene Crique
Manager Private Banking

We herewith agree with the contents of and to be bound by this Loan Agreement.

Date

V. Francis

Signature

Date

[Signature]

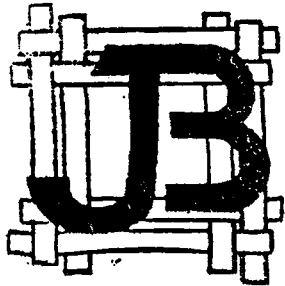
Signature

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Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER
DE/FROM : VITALY FRANCO / LILIAN MOORE
REF. : 117010 - ADE 1046
FAX No. : (5999) 736-6868
FECHA/DATE: Octubre 12, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO
(511) 442-4523.
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE
FOLLOWING TELEPHONE (511) 442-4523**

FAX MESSAGE:

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD101,800.00
PLAZO : 90 días
FECHA VALOR : Octubre 13, 2000
FECHA DE VENCIMIENTO: Enero 11, 2001
TASA : 8.961% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

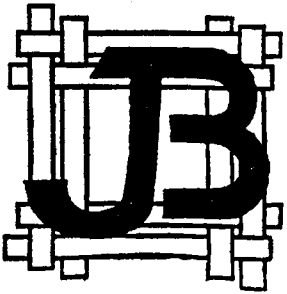
V. Franco *Quinn*

LEGALIZACION DE FOTOCOPIA
Edificio Plaza Bancomer - Calle 50, Panamá, República de Panamá.
Art. 110 y 111 Ley del Notariado

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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08



101

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PROMISSORY NOTE

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 Telefax 358-2322

Lima, October 13, 2000

USD101,800.00 (One hundred one thousand eight hundred and 00/100 Dollars)

VALUE DATE: October 13, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of One hundred one thousand eight hundred and 00/100 Dollars (USD101,800.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/g's present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.961% annual for the period since October 13, 2000 to January 11, 2001 (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

NUEVO MUNDO HOLDING S.A.

VITALY FRANCO
(Name)


(Signature)

LILIAN MOORE
(Name)


(Signature)

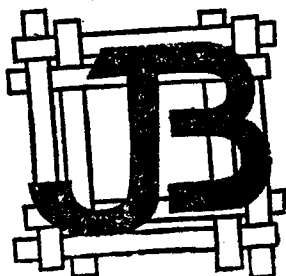
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====
LIMA, 21 DE MAYO DEL 2001. =====**



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



Nuevo Mundo Holding
Av. Paseo de la República 3033
Lima 27, Peru

October 12, 2000

Subject: Our Fixed Term Loan to Your Institution

Gentlemen,

Following your request of October 12, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

Amount: US\$ 101'800.00 (One hundred one thousand eight hundred 00/100 United States Dollars)

Draw-Down: October 13, 2000

Repayment: January 11, 2001

Interest Rate: 8.961% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

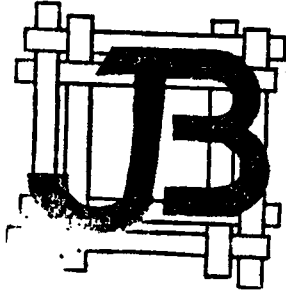
Overriding Events: In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name below.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

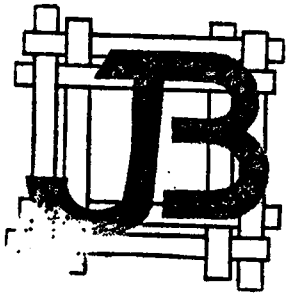
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JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

Indemnity: The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

Assignment: The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

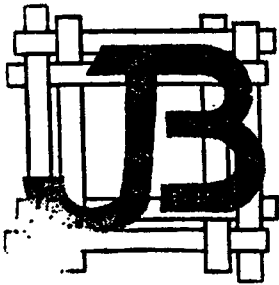
Governing Law: This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

Handwritten signatures and initials.

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del ANVERSO es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe. _____

Lima, 21 MAYO 2001




JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Waison Lam
Deputy, Managing Director



Arlene Criqué
Manager Private Banking

We herewith agree with the contents of and to be bound by this Loan Agreement.

Date



Signature

Date



Signature

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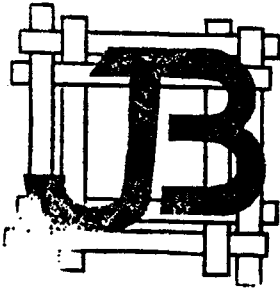
LEGALIZACION DE FOTOCOPIA

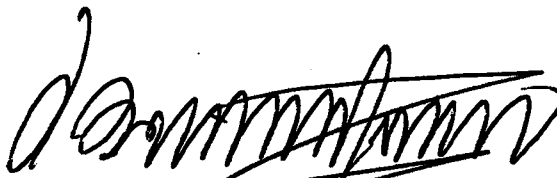
Art. 110 y 111 Ley del Notariado

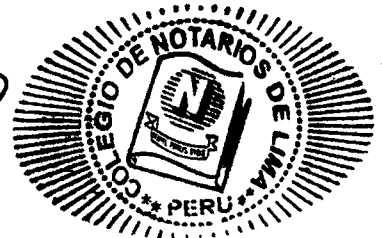
JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del **ANVERSO** es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001




JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO - ELSA HUARCAYA

REF. : 116740

FAX No. :

FECHA/DATE: Junio 12, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523
(IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523)

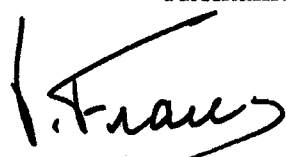
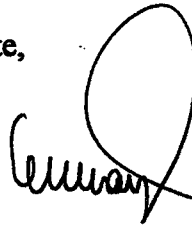
FAX MESSAGE :

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD311,200.00
PLAZO : 180 días
FECHA VALOR : Junio 14, 2000
FECHA DE VENCIMIENTO: Diciembre 11, 2000
TASA : 9.306% Nominal

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.119200 que mantenemos en vuestra Institución.

Atentamente,

1946

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prova

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Edificio Plaza Bancomer - Calle 56, Panamá - República de Panamá.

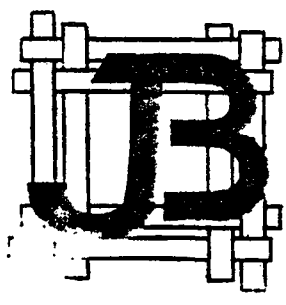
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08



JOSE SANTIAGO BOGGIANO
ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

LEGALIZACION DE FOTOCOPIA
Art 440

ESPACIO EN BLANCO

REPORT DE TRANSMISION

1947

06 12-00 17:21:04 ID FAX: 4424529 SU NOMBRE : BANCO NUEVO MUNDO

FECHA	HORA INICIO	DURACION	ID FAX REMOTO	PAGINAS
06 12-00	17:18:00	02:57"	+	001

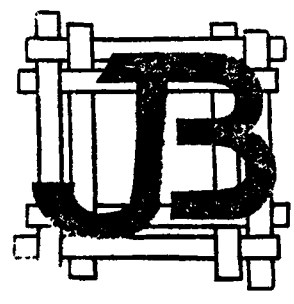
RESULTADO: BIEN

429

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2320

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Holding
Nuevo Mundo

JOSE BARRERO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Tel: 358-2232 Telefax 358-2322

FACSIMILE TRANSMITTAL SHEET

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO - ELSA HUARCAYA

REF. : 116740

FAX No. :

FECHA/DATE: Junio 12, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523

(IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

FAX MESSAGE :

Mucho agradeceremos se sirvan cargar en nuestra cuenta No. 119200, con fecha valor 14 de Junio, el importe de USD311,665.78, correspondiente a la cancelación del adeudado bajo su referencia 116740.

Atentamente,

V. Franco
Alvarez

1948

5762

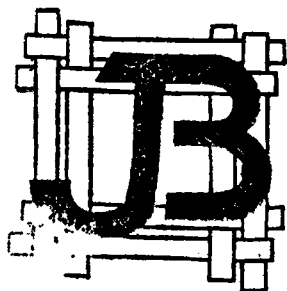
LEGALIZACION DE FOTOCOPIA
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.
Art. 110 y 111 Ley del Notariado

430

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

100



Holding Nuevo Mundo

PROMISSORY NOTE

JOSE BARBETA BOGGIANI
ABOGADO EN LA CIUDAD DE LIMA
Av. EL COMERCIO 128 - Lima 0
Telf. 358-2323 Telefax 358-2322

Lima, June 14, 2000

USD311,200.00 (THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS)

VALUE DATE: June 14, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 U.S. Dollars (USD311,200.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 9.306% annual for the period since June 14, 2000 to December 11, 2000 (180 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A..

NUEVO MUNDO HOLDING S.A.

ELSA HUARCAYA
(Name)

LILIAN MOORE
(Name)

(Signature)

(Signature)

1949

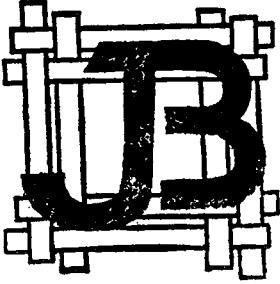
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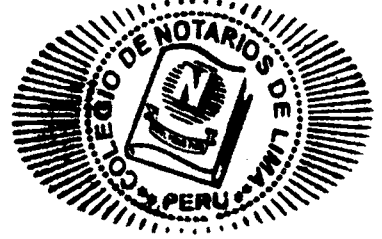
LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====
LIMA, 21 DE MAYO DEL 2001. =====**



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



116 740



Holding
Nuevo Mundo

PROMISSORY NOTE

JOSE BARRERO BOGGIANO
ABOGADO / NOTARIO DE LIMA
Av. El Rosarillo 226-228 - Lima 08
Telf. 358-2323 - Télefax 358-2322

CANCELADO

Lima, June 14, 2000

USD311,200.00 (THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS)

VALUE DATE: June 14, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 U.S. Dollars (USD311,200.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.306% annual** for the period since **June 14, 2000 to December 11, 2000 (180 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

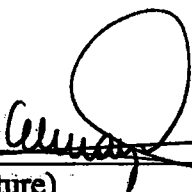
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**.

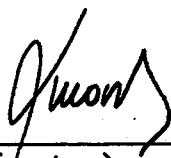
NUEVO MUNDO HOLDING S.A.

ELSA HUARCAYA
(Name)

LILIAN MOORE
(Name)



(Signature)



(Signature)

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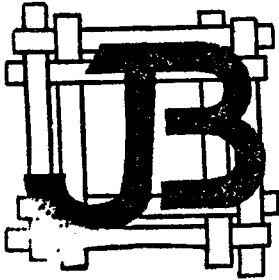
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LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática
del ANVERSO es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe. _____

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Nuevo Mundo Holding
Av. Paseo de la República 3033
Lima 27, Peru

June 14, 2000

Subject: Our Fixed Term Loan to Your Institution

Gentlemen,

Following your request of June 12, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

Amount: US\$ 311'200.00 (Three hundred and eleven thousand two hundred United States Dollars 00/100)

Draw-Down: June 14, 2000

Repayment: December 11, 2000

Interest Rate: 9.306% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

Overriding Events: In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

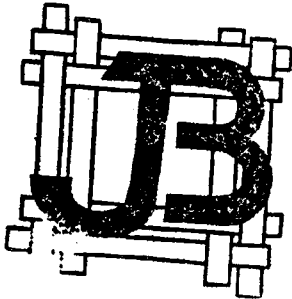
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[Handwritten signature]
[Handwritten initials]

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2327

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



Handwritten signature of Jose Barreto Boggiano.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

LEGALIZACION DE FOTOCOPIA

Page 2 of 4

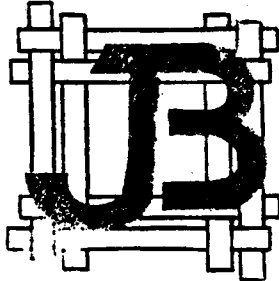
Art. 110 y 111 Ley del Notariado

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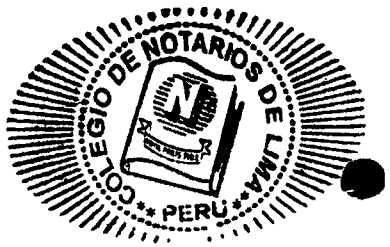
JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 228
LIMA 08





- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

Indemnity:

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

Assignment:

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

Governing Law:

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

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✓

Handwritten signature

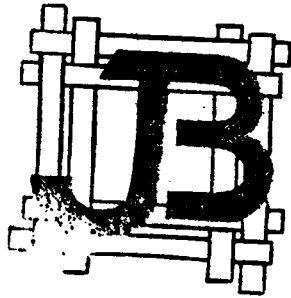
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LEGALIZACION DE FOTOCOPIA
Page 3 of 4
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

Arno Büsser
Chief Executive Officer

Waison Lam
Comptroller

We herewith agree with the contents of and to be bound by this Loan Agreement.

Date

Signature

Date

Signature

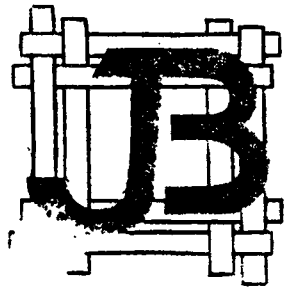
LEGALIZACION DE FOTOCOPIA
Page 4 of 4
Art. 110 y 111 Ley del Notariado

1954
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5768

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2324

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08





Holding
Nuevo Mundo PROMISSORY NOTE

JOSE BARRERA BOGGIANO
ABOGADO - LIMA
Av. El Rosarillo 220-222 - Lima 08
Telf. 358-2328 - Telefax 358-2322

Lima, November 01, 2000

USD148,100.00 (One hundred forty eight thousand one hundred and 00/100 Dollars)

VALUE DATE: November 01, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty eight thousand one hundred and 00/100 U.S. Dollars (USD148,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.668%** annual for the period since **November 01, 2000 to December 01, 2000 (30 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

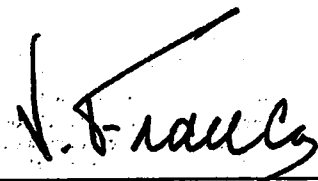
NUEVO MUNDO HOLDING S.A.

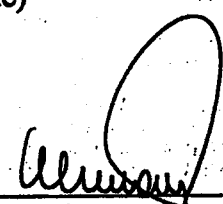
VITALY FRANCO

ELSA HUARCAYA

(Name)

(Name)


(Signature)


(Signature) 1955
437

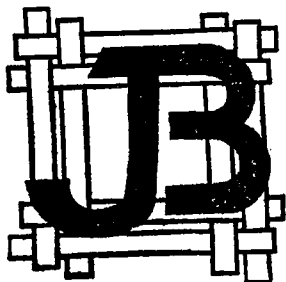
LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

5769

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

LIMA, 21 DE MAYO DEL 2001. =====



Jose Barreto Boggiano
JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



4001

Nuevo Mundo Holding
Av. Paseo de la República 3033
Lima 27, Peru

November 02, 2000

Subject: Our Fixed Term Loan to Your Institution

Gentlemen,

Following your request of October 30, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

Amount: US\$ 148'100.00 (One hundred and forty eight thousand one hundred 00/100 United States Dollars)

Draw-Down: November 01, 2000 ✓

Repayment: December 01, 2000 ✓

Interest Rate: 8.668% p.a. ✓

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

Overriding Events: In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

1956

CBA Compagnie Bancaire des Antilles N.V.

Gaitweg 35

P.O. Box 4729

Curacao - Netherlands Antilles

Telephone 599/9/736 67 60

Telephone 599/9/736 68 60

Fax 599/9/736 68 68

LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

5770

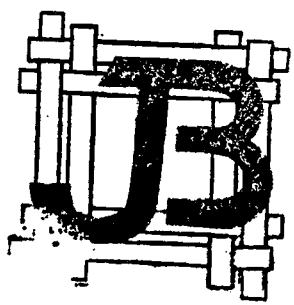
438

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. _____

21 MAYO 2001

Lima. _____



JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08



701



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

1957

Handwritten initials and signature

Handwritten signature

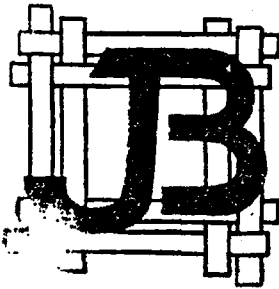
Page 2 of 4
LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

439 547L

JOSE BARRETO BOGGIANO
ABOGADO - NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2323

CERTIFICO: Que la copia fotostática
del **ANVERSO** es idéntica a su original
que he tenido a la vista, con el cual la
confronté.- Doy fe. _____

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.

JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO N° 226
LIMA 08

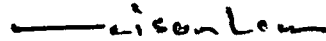


Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Arno Büsler
Chief Executive Officer

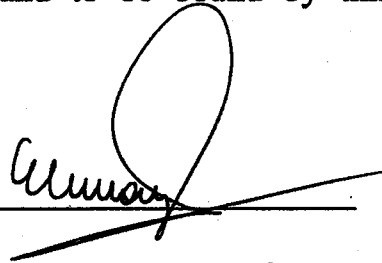


Waison Lam
Comptroller

We herewith agree with the contents of and to be bound by this Loan Agreement.

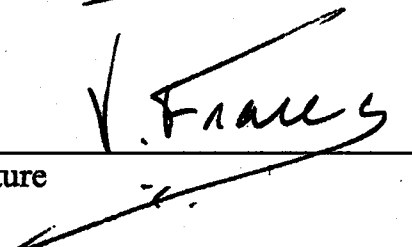
Date

Signature



Date

Signature



1958

LEGALIZACION DE FOTOCOPIA
Art. 110 y 111 Ley del Notariado

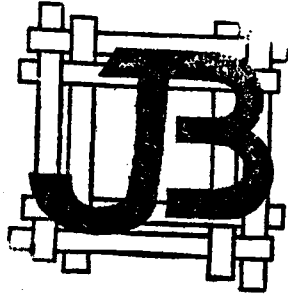
Page 4 of 4

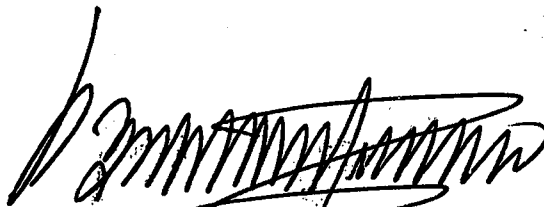
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ABOGADO NOTARIO DE LIMA
Av. El Rosario 226-228 - Lima 08
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001




JOSE BARRETO BOGGIANO
ABOGADO NOTARIO DE LIMA
AV. EL ROSARIO No. 226
LIMA 08

